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#### Contract Database Metadata Elements

Title: **Hamburg, Town of and International Association of Fire Fighters (IAFF), AFL-CIO, CLC, Local 2478 (2002)**

Employer Name: **Hamburg, Town of**

Union: **International Association of Fire Fighters (IAFF), AFL-CIO, CLC**

Local: **2478**

Effective Date: **01/01/02**

Expiration Date: **12/31/06**

PERB ID Number: **7377**

Unit Size: **14**

Number of Pages: **34**

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**COLLECTIVE NEGOTIATIONS**

**AGREEMENT**

**Between**

**TOWN OF HAMBURG, NEW YORK**

**And**

**LOCAL 2478, INTERNATIONAL**

**ASSOCIATION OF FIRE FIGHTERS**

**AFL - CIO - CLC**

Begins: January 1, 2002

Ends: December 31, 2006

Notice:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 24 2005

**ADMINISTRATION**

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## **PREAMBLE**

This agreement is made and entered into by and between the Town of Hamburg, New York, hereinafter referred to as the Town, and Local #2478, International Association of Fire Fighters, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

**Section 1** The Town continues to recognize the Union as the exclusive representative of the employees in the negotiating unit for the purpose of collective negotiations and the administration of grievances. Such recognition shall continue for the maximum period permitted by law.

**Section 2** The Union agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this agreement and the provision of the highest standards of service to the community.

## **ARTICLE 2 - DURATION of AGREEMENT**

**Section 1** The term of this agreement shall be effective as of the 1<sup>st</sup> day of January, 2002 and shall remain in full force and effect until midnight on the 31<sup>st</sup> day of December, 2006 except for any provision of this Agreement which expressly provides for a different effective date or termination date in which case such different date shall prevail.

**Section 2** It is expressly understood and agreed that no term of condition or employment, whether expressed herein or not, need be continued beyond the last day of the term of this Agreement, but this shall not prohibit the parties from agreeing to extend the term of this Agreement.

## **ARTICLE 3 - NEGOTIATION of a SUCCESSOR AGREEMENT**

**Section 1** If either party desires to negotiate a successor agreement to this agreement, that party shall so notify the other party not later than May 1<sup>st</sup> of the final year covered by the terms of the Agreement. Such notice shall be accompanied by:

a.) The notifying party's proposals for a successor agreement;

b.) The name, address and telephone number of the person who will serve as that party's chief spokesman;

c.) The name of each other member of that party's negotiating team.

**Section 2**

No later than the 20<sup>th</sup> consecutive day after the notified party receives the notice and accompanying information referred to in Section I, the notified party shall deliver or mail to the chief spokesman of the notifying party:

a.) The notified party's proposals for a successor agreement;

b.) The name, address and telephone number of the person who will serve as that party's chief spokesman;

c.) The name of each other member of that party's negotiation team.

**Section 3**

Nothing in Section 1 or 2 shall prohibit either party from changing any member of its negotiating team.

**Section 4**

The proposals referred to in Sections 1 and 2 shall be in the form of modifications of, deletions from, or additions to specific Articles of this Agreement or new Articles to be added to this Agreement.

**Section 5**

The first negotiation meeting between the parties with respect to a successor agreement shall take place not later than the 20<sup>th</sup> consecutive day after delivery of mailing of the proposals and accompanying information referred to in Section 2 of this Article.

**Section 6**

Before adjourning the first negotiations meeting and as the first order of business at each succeeding meeting, the parties shall agree upon the date, time and place of the next meeting; but this shall not preclude the parties from mutually agreeing to alter such meeting schedule nor preclude either party from canceling a meeting.

**Section 7**

During negotiations, as tentative agreement is reached on particular items, such agreement shall be reduced to writing, marked "agreed", dated and initialed by the chief spokesman of the parties as evidence of such tentative agreement.

**Section 8**

During the term of this Agreement neither party is obliged to negotiate with the other party respecting any matter, whether covered by this Agreement or not, unless some other provisions of this Agreement expressly requires such negotiation.

**Section 9** Any time limit specified in this Article 4 may be extended by mutual consent of the parties.

#### **ARTICLE 4 - CHANGES TO THE AGREEMENT**

**Section 1** This Agreement contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter that is a proper subject of collective negotiations; and is the complete record of all commitments between the parties. No other commitment is binding between the parties unless it is dated after the execution date and signed by duly authorized representatives of the parties.

**Section 2** No provisions of this Agreement may be deleted or changed and no provision may be added to this Agreement by any means other than a written amendment which shall be identified as such, dated and signed by representatives of both parties duly authorized to do so.

#### **ARTICLE 5 - COPIES of the AGREEMENT**

**Section 1** Copies of this Agreement shall be printed and supplied to each employee of the negotiating unit by the Town after the Agreement has been signed by both parties. There shall be no cost to the employees.

#### **ARTICLE 6 - INTERPRETATION**

**Section 1** Except when a particular provision of this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- a.) A word used in the masculine gender applies also in the feminine.
- b.) A word used in the singular number applies also in the plural.
- c.) This Agreement speaks as of the time it is being applied.
- d.) Each provision in this Agreement is separate from every other provision.
- e.) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
- f.) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

**Section 2** Except when a particular provision of this Agreement says otherwise, neither party is required to continue any past practice.

**Section 3** Except when a particular provision of this Agreement says otherwise, the Town is not required to provide or guarantee work for any period of time to any employee.

**Section 4** No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.

**Section 5** When a provision of this Agreement requires that one party give notice to the other party, the notice shall be given in writing, shall be signed by a duly authorized representative of the party giving the notice, and:

- a.) If the notice is to the Town, it shall be given to the Supervisor in person or to him by letter or telegram addressed to him at the Town Hall, Town of Hamburg, NY.
- b.) If the notice is to the Union, a copy thereof shall be given to the President, thereof, in person or to him by letter or telegram addressed to him at his most recent address shown on the Town's records.

**Section 6** Whenever this Agreement requires that a decision be made among two or more employees on the basis of their seniority or continuous service and both employees have the same seniority or continuous service, preference shall be given to the employee who had the higher civil service test score for Fire Dispatcher or PSD. If two or more PSD's have the same seniority and civil service test score, preference will be given according to alphabetical order by first name of the PSD.

**Section 7** Except when a particular provision of this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

- a.) "Town" means the Town of Hamburg, New York
- b.) "Town Board" means the legislative body of the Town of Hamburg constituted pursuant to New York State Law.
- c.) "Supervisor" means, during his term of office, the person so elected to that position pursuant to New York State Law or a person designated by the Supervisor (or by the Town Board in his absence) to act in his place for purposes of this agreement.
- d.) "Union" means the International Association of Fire Fighters, AFL - CIO - CLC, and its Local 2478.
- e.) "Unit" and "Negotiating Unit" mean the employer - employee negotiating unit defined by the Town Board pursuant to Section 207 of article 14 of the New York State Civil Service Law (Public Employees' Fair Employment Act) namely: all full - time public safety dispatchers, (hereinafter "PSD's") employed by the Town but excluding all Senior Public Safety Dispatchers, (hereinafter Senior PSD), all temporary employees, and all other employees of the Town.
- f.) "Employee" means a person included in the negotiating unit.
- g.) "Party" means both the Town and the Union.

- h.) "Parties" means both the Town and the Union.
- i.) "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments made to this Agreement during its term.
- j.) "Hourly Rate" means an employee's annual salary divided by 2080 hours.
- k.) "Full - Time" means an employee who is regularly scheduled to work at least 2080 hours per week.
- l.) "Temporary Employee" means both:
  - 1.) An Employee hired to replace an incumbent employee who is on leave of absence, is on vacation, or is otherwise unavailable for the performance of his duties and;
  - 2.) An employee hired to fill a position which itself will exist only on a temporary basis by reason of the source of its funding or for other reasons.
- m.) "Execution Date" means the date on which the duly authorized representatives of both parties signed this Agreement but, if the parties representatives signed on different dates, then it shall be that date on which the last of them signed. In either case, the execution date so determined shall be noted in the space provided therefore under the heading "SUBSCRIPTION" of this Agreement.
- n.) "Law of higher authority" means a law, statute, regulation, or court ruling issued by any federal, state or local legislature, executive, or administrative officer or body, or court except the Town Board, the Supervisor or any of their or his subordinates.
- o.) "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- p.) "Continuous service" means the time which begins on the day when the employee in question first works for the Town and ends on the date when his employment ceases for any reason other than a layoff or leave of absence, less any time (to the nearest whole month) the employee spent on layoff or on unpaid leave of absence. Notwithstanding the foregoing, if the employee's employment ceases, for any reason other than a layoff, and the employee is subsequently rehired, his continuous service begins on the date he first works after such rehire.
- q.) "Work week" means the period from 12:01 AM on Sunday through and including midnight on the next succeeding Saturday.
- r.) "PSD" means Public Safety Dispatcher.
- s.) "Senior PSD" means Senior Public Safety Dispatcher.
- t.) "Relief Dispatcher" means a dispatcher who works a four (4) days on two (2) days off and a five (5) days on two (2) days off schedule but does not have a set rotation of shifts. Shift assignment is at the discretion of the Senior PSD. There will be no more than four (4) Relief PSD's if the number of PSD's is thirteen (13) or more and three (3) Relief PSD's if there are less than thirteen (13) PSD's. No PSD's with a permanent shift rotation assignment will be changed to a Relief PSD.



## **ARTICLE 7 - LEGAL EFFECT**

- Section 1** If this Agreement requires a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- Section 2** Unless a particular provision of this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless a particular provision of this Agreement says otherwise.
- Section 3** If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such determination has been made and no appeal lies there from or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision, provided that the subject matter is a mandatory subject of negotiation.
- Section 4** This agreement supersedes all Town laws, rules, regulations and practices which are inconsistent with any provision of this agreement, except such laws, rules, regulations and practices as are mandated by law of higher authority.
- Section 5** Any individual arrangement, agreement or contract between the Town and an employee heretofore executed shall be subject to and consistent with the minimum terms and conditions of employment expressed in this Agreement. Any individual arrangement, agreement or contract heretofore executed may exceed, but may be no less than, the terms and conditions of employment expressed in this Agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with this Agreement, this Agreement shall be controlling to the extent of the minimum terms and conditions of employment expressed in this Agreement.
- Section 6** This Agreement shall supersede any rule, regulation or practice of the Town which shall be contrary to or inconsistent with the minimum terms and conditions of employment expressed in this agreement.

## **ARTICLE 8 - MANAGERIAL RIGHTS**

**Section 1** The Town reserves and retains solely and exclusively all of its inherent rights to manage the Town as such rights existed prior to the execution of this Agreement, except to the extent that such rights are expressly superseded by this Agreement. The sole and exclusive rights of the Town include but are not limited to:

- a.) It's right to establish, continue, change, or abolish any or all of the Town's policies, practices, rules, regulations and procedures.
- b.) To determine the number, location, hours and types of its operations.
- c.) To establish or discontinue programs or operations.
- d.) To determine to what extent the required work shall be performed by employees covered by this agreement.
- e.) To determine the number, classification and duties of employees.
- f.) To determine the necessity for filling a vacancy.
- g.) To determine the methods, processes, equipment and materials to be used in the Town's operations.
- h.) To judge the efficiency and competency of employees.
- i.) To establish and maintain a job evaluation program.
- j.) To establish and change work schedules and work assignments.
- k.) To select, hire, direct, transfer and promote employees.
- l.) To lay off, terminate and otherwise relieve employees from duty for lack of work or other reasons.
- m.) To establish, change and enforce rules for the conduct of employees.
- n.) To discipline and discharge employees.
- o.) To take such measures as may be determined by the Town to be desirable for the success of its operations.

Nothing in this Section shall permit the Town to add responsibilities to the employee's job classification as specified in Article 9 of this Agreement without prior consultation with the Union.

## **ARTICLE 9 - JOB CLASSIFICATION**

**Section 1** The employee's job classification covers the following:

- a.) Communications (telephone and radio, incoming and outgoing);
- b.) Dispatching of fire and first - aid apparatus and personnel for the Town of Hamburg and all other Towns or Villages with which there is a contract for such service;
- c.) Dispatching of the Town of Hamburg Police Department vehicles and personnel and all other Towns or villages with which there is a contract for such services;

- d.) Record-keeping for the various functions of the Public Safety Communications office;
- e.) Minor equipment maintenance in the public Safety Communications Office;
- f.) Dispatching (when required) of other Town Vehicles and personnel;

#### **ARTICLE 10 - EMPLOYEE STATUS**

**Section 1** The Senior PSD shall maintain and post annually a current seniority list. This shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Town and the Union.

**Section 2** The Senior PSD shall maintain and post annually a list of all employees showing for each his amount of continuous service.

#### **ARTICLE 11 - NEGLIGENCE CLAUSE**

**Section 1** The Town shall hold an employee harmless from financial loss resulting from any claim, demand, suit or judgement against him for conduct which was in the discharge of his duties and within the scope of his employment by the Town and provided that the damages arising from such conduct did not result from the employee's willful and wrongful act or his gross negligence and provided further that the employee, within five days of the time he was served with any summons, complaint, process, notice, demand, or pleading, delivers the original or a copy thereof to the Town Attorney. Upon such delivery, the Town Attorney may assume control of the representation of the employee. The employee shall cooperate fully with the Town Attorney and those appointed by him in the conduct of the case.

#### **ARTICLE 12 - LOCKERS**

**Section 1** The Town shall provide for each employee, at not cost to the employee, a locker where he may keep his personal belongings.

#### **ARTICLE 13 - BULLETIN BOARD SPACE**

**Section 1** The Union may post announcements on a bulletin board to be designated for the purpose in the Public Safety Communications office. Such announcements must pertain to Union business and must not present material which is scandalous, of a partisan political nature, or derogatory of any employee (whether in the unit or not) or official of the Town. A copy of each announcement shall be delivered to the Senior PSD on or before the day it is posted. Such copy shall bear the date of posting and the initials of the Union official responsible for posting it.

## **ARTICLE 14 - DISCRIMINATION**

**Section 1** The parties to this Agreement agree not to discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws.

**Section 2** Membership in the Union will not be a condition of employment, nor will the Town discriminate in hiring or promoting employees, or otherwise, because of an employee's membership or participation in the Union or his refusal to join such organization. Further, the Union shall not discriminate or cause the discrimination in any way of an employee who refuses to participate, join or continue membership in the Union.

**Section 3** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

## **ARTICLE 15 - UNION BUSINESS**

**Section 1** The Town shall grant to the Union President, or his designee, leave, up to a maximum of 40 working hours per year, to conduct Union business. The President must give the Senior PSD written notice of intent to use such leave, indicating who will be using same, at least one week in advance of the first day of this requested leave.

## **ARTICLE 16 - PAYROLL DEDUCTIONS**

**Section 1** Pursuant to the Public Employee's Fair Employment Act (Article 14 of the Civil Service Law), the Town shall deduct Union membership dues from the pay of each employee who has presented to the Town a dues deduction authorization form signed by him. Dues deduction authorization forms must be provided by the Union.

**Section 2** The Town shall also deduct insurance premiums and any other authorized deductions from the pay of each employee who has presented to the Town the necessary authorization form signed by him.

**Section 3** Deductions for an individual employee shall begin in the first payroll following the payroll period in which the employee's signed deduction authorization form was received by the Town. Such deductions shall continue to be made until and including the payroll period during which the Town has received from the employee a written statement signed by him revoking his deduction.

**Section 4** Not later than the fifth consecutive day following the execution date, the Union shall give the Town notice of the amount of the dues to be deducted. If the amount of dues is thereafter changed, deduction of the new amount shall begin in the second payroll period after the payroll period during which the Town received notice from the Union of the new amount.

**Section 5** Not later than the tenth day of the month the Town shall deliver or mail to the designated financial officer of the Union all dues; to the designated insurance company or their agent, all premiums deducted during the preceding calendar month, together with a list of employees for whom the deductions were made.

**Section 6** The Union shall hold the Town harmless against any and all suits, claims, demands and liabilities arising out of an action of the Town in connection with this Article.

#### **ARTICLE 17 - GRIEVANCE PROCEDURE (General Provisions)**

**Section 1** A grievance is a claim that the Town has violated this Agreement. A written grievance must be submitted on the form shown in Appendix A. No grievance may be submitted with respect to any matter which mandated by law, or by higher authority, requires said grievance to be handled by some procedure other than this grievance procedure. Before submitting a grievance, the grievant must discuss its subject matter with the Senior PSD.

**Section 2** A grievant is an employee who has a grievance, but if the grievance involves all (or substantially all) of the employees, the grievant may be the Union.

**Section 3** An employee shall perform all duties as instructed by, or through standing instructions from, the Senior PSD even though he may feel himself aggrieved.

**Section 4** If an answer is not given on or before the last day of a time limit set in Article 17A of this Agreement, the grievance may be appealed as though the answer had been given on such last day.

**Section 5** In all cases of time limits provided in this Article, the computation of working days shall exclude Saturdays, Sundays, and holidays. It is essential that the time limits set forth in this Article be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that such extension is evidenced by a written memorandum, dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party. In no event may the Town be held liable for back pay for a period of more than 45 consecutive working days preceding the filing of a written grievance.

**Section 6** Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Town and to have the grievance informally adjusted without intervention of the Union provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.

## **ARTICLE 17A - GRIEVANCE PROCEDURE (Steps)**

### **Step 1 - Chief of Police:**

A grievance must be submitted by the grievant to the Chief of Police not later than the fifth (5<sup>th</sup>) working day after the day of the occurrence out of which the grievance arises. The Chief of Police (or his designee) has ten (10) working days after the submission in which to answer the grievance in writing. If the grievant is not satisfied with the answer, he has five (5) working days after the day on which the Chief of Police (or his designee) gives his answer to submit a written grievance to the Town Supervisor at Step 2.

### **Step 2 - Supervisor:**

If the grievant does not appeal the grievance in writing before the appeal times expires, the grievance is deemed satisfied by the Step 1 answer. Not later than the tenth (10<sup>th</sup>) working day after the date on which the grievance is received by the Town Supervisor (or his designee) the parties must agree on a date for a step 2 meeting of the grievant, the Town Supervisor (or his designee), the Chief of Police (or his designee), the Senior PSD, and representatives of the Union. The Supervisor (or his designee) must answer the grievance in writing not later than the tenth (10<sup>th</sup>) working day after the day on which the Step 2 meeting was held. If the Union and the grievant are not satisfied with the answer, the Union has ten (10) working days after the day on which the Town Supervisor (or his designee) gives his answer to appeal the grievance to arbitration in the manner provided in Section 3 of this Article.

### **Step 3 - Arbitration:**

If the Union does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied by the step 2 answer. To appeal the grievance to arbitration, the Union must submit a letter to the American Arbitration Association ("AAA") and deliver a copy thereof to the Supervisor's office within the time limit set forth in Section 2 of this Article.

The letter shall:

- a.) Specifically identify the grievance and
- b.) Request the AAA to send to each party a list of 25 names of arbitrators.

The letter must be signed by an authorized officer of the Union and the copy sent to the Supervisor's office must also be signed by the individual grievant (s) as evidence of dissatisfaction with the step 2 answer. The following rules shall apply to the arbitration of grievance so appealed:

- 1.) Each party, not later than the tenth (10<sup>th</sup>) working day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of 25 names and the same procedure shall be followed with respect to it. If the AAA determines that no mutually accepted arbitrator has been selected by the parties from the second list, it shall name the arbitrator, provided that such arbitrator shall not have appeared on either of the two lists.
- 2.) No more than one (1) grievance may be appealed to an arbitrator in the course of a single arbitration proceeding unless the parties expressly agree in advance in writing to the appeal of more than one grievance in a proceeding.
- 3.) The time and place of the arbitration hearing shall be agreed upon by the arbitrator and the parties.
- 4.) The arbitrator is hereby authorized to determine whether this Agreement has been violated as alleged in the grievance by interpreting and applying this Agreement but not by modifying, enlarging or restricting the provisions expressed in this Agreement. The decision of the arbitrator is final and binding on the parties and the employees.
- 5.) One - half of the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them. If either party desires a verbatim stenographic record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

- 6.) If a grievance is submitted to arbitration, neither the aggrieved employees nor the Union may submit the subject matter of the grievance to any other body or person (whether administrative, executive, legislative, or judicial) for resolution. A matter submitted to such another body or person may not be thereafter submitted to arbitration pursuant to this Agreement.

## **ARTICLE 18 - WORK INTERRUPTIONS**

**Section 1** The Union, its officers or agents, or the employees, must not call, sponsor, advocated, engage in, or assist in any strike, slowdown, work stoppage, or other interference with the efficient management of the Town.

**Section 2** An employee must not, either singly or in concert with other employees or persons, refuse to perform his duties for the Town, and if he does so, the Union must use its best efforts to require him to perform those duties.

**Section 3** If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in Section 1 or 2 of this Article, the Union must, at the Town's request:

- a.) Give the Supervisor written notice signed by an authorized Union representative that it has not done or threatened to do any such act and that it disavows such act or threat, and
- b.) Instruct the employees concerned, in writing, to cease doing such act or threatening to do it and give the Town a copy of such instructions.

**Section 4** While the Union, or it's officers or agents, or a group of employees are doing or threatening to do any act mentioned in Sections 1 or 2 of this Article, the Town need not negotiate about or discuss with the Union any matter which may be in dispute between the Town and the Union or the group of employees concerned.

**Section 5** A violation of Section 1 of this Article or a failure by the Union to comply with Section 3 of this Article (or any part thereof) shall, in addition to any and all other consequences flowing from this Agreement or from any provision of law or from any other source, automatically make the Union liable for all losses of whatever kind of degree sustained directly or indirectly by the Town as an immediate or remote consequence of the conduct which violated Sections 1 or 3.



**Section 6** A violation of Section 1 or this Article or a failure of the Union to comply with Section 3 of this Article (or any part thereof) shall, in addition to any and all other consequences flowing from this Article or any provision of law or from any other source, automatically release the Town from any and all obligations to observe the provisions of this Article so long as the violation of Sections 1 or 3 (as the case may be) continues.

**Section 7** The Town shall not lock out the employees.

## **ARTICLE 19 - SALARIES**

**Section 1** The salary rates for PSD's during the life of this Agreement are shown below. The rates are effective from 12:01 AM, January 1<sup>st</sup>, on the first payroll indicated in the column, through midnight December 31, 2006. A particular PSD's annual salary will be determined according to the number of years of his continuous service with the Town since his last date of hire. Payroll will be calculated bi - weekly on an eighty (80) hour basis, therefore bi - weekly payroll will be hourly salary multiplied by eighty (80) hours, with the understanding that the employee has accumulated eighty (80) chargeable hours. Changeable hours are defined as: hours worked, scheduled time off, sick time, vacation time, personal time, holiday time, compensation time, and overtime.

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
< 1 yr:	\$17.98	\$17.98	\$18.88	\$18.88	\$19.45
1 yr < 2 yrs	\$18.86	\$19.47	\$20.10	\$20.75	\$21.37
2 yrs < 3 yrs	\$19.29	\$19.92	\$20.57	\$21.24	\$21.88
3 yrs +	\$20.23	\$20.89	\$21.57	\$22.27	\$22.94

**Section 2** Paychecks for the 3:30 PM to 11:30 PM shift on the day prior to the normal payday, and the 11:30 PM to 7:30 AM shift on the normal payday, will be made available prior to the end of the respective shifts, if possible.

## **ARTICLE 20 - OVERTIME**

**Section 1** An employee shall be paid at the overtime rate of one and one - half (1 ½) times or, in the case of mandatory overtime, two (2) times his hourly rate for all hours which he actually works in excess of forty (40) hours in one (1) work week. In the alternative, if the employee so elects, he shall be given time off in lieu of such pay on an hour and one - half (1 ½), or in the case of mandatory overtime, two (2) hours for each hour basis. Such time off shall be taken in blocks of not less than two (2) hours each, at the discretion of the (Senior PSD), within the same pay period when the overtime was worked or within the succeeding four (4) pay periods. Any block of less than eight (8) hours standing to the employee's credit

on December 31<sup>st</sup> can be carried over to the next year. To qualify for payment at the overtime rate or time off in lieu of such pay, overtime work must be expressly authorized in advance by the Senior PSD. Except as noted below, absences from work for any reason, regardless of whether the absent time is excused or is unpaid or paid by the Town or any other source (including, without limiting the foregoing, leave time, break time, and standby time), shall not be considered as time worked for purposes of this Article 20, Section 1. Vacations, holidays, workmen's compensation, disability time, bereavement time and sick time shall be counted as time worked for purposes of this Article 20, Section 1.

## **Section 2**

When a shift becomes "open" due to vacation time, sick time, holiday time, personal time or any other reason, and cannot be filled in accordance with the procedures outlined in Article 34, Section 3 of the Agreement and management determines that overtime is needed, the work shall be offered to the employees in accordance with the following format:

- a.) As soon as the work schedule is posted and it is determined that overtime is needed the following procedures will be followed:

The Senior PSD will maintain a voluntary overtime listing in Seniority order. The employer will offer the overtime to the most senior qualified employee who has worked the least amount of voluntary overtime. The employee who works the overtime will then move down the list and will not be called until everyone else with less overtime worked is called first. Only full eight (8) hour shifts will be counted as having worked overtime for the purpose of maintaining the voluntary overtime list. An employee who is on any type of leave for any part of their normal work schedule will not be called to work overtime for that shift. In the event there are two (2) employees with the same amount of overtime, the most senior employee will be offered the shift first.

- b) If all of the full-time PSD's, part - time PSD's, and Sr. PSD refuse overtime, then the PSD with the least amount of forced overtime on the shift prior to the open shift will be required to remain on duty and fill the open shift. When an employee is required to remain on duty and work a second (2nd) consecutive shift they will be paid at two (2) times the hourly rate. It will be considered a required shift when the voluntary overtime procedures have been utilized and the employer has failed to obtain an employee willing to work the overtime.

Mandatory overtime will not be used to grant an employee vacation, holiday or personal time and will only be used due to a staffing shortage caused by a call-in due to illness, death in the family, etc. or an emergency situation.

c) The Senior PSD will keep a current list of full-time employees, by seniority, with their mandatory overtime hours. This list will be utilized to determine the PSD with the least amount of overtime, and the least senior PSD who will remain on duty to fill the uncovered opening. Any period of time worked will be counted as having worked for the purposes of maintaining the mandatory overtime list.

d) All other open shifts will be filled at the sole discretion of the Senior PSD.

**Section 3** The Senior PSD shall post a list of available days off approximately one (1) month in advance, if possible, and shall list the PSD's eligible to cover the open shift. Those eligible shall notify the Senior PSD no later than three (3) days prior to the day of the open shift, of their intention to work.

**Section 4** Any overtime worked in a calendar year, be it for an open shift or for any other reason, shall be credited to the PSD's accumulated overtime for that year. On January 1<sup>st</sup> of each year, all dispatchers accumulated overtime shall be returned to zero (0) hours.

**Section 5** No probationary PSD shall be called for overtime duty, until he has completed at least six (6) months of satisfactory service as a PSD for the Town, unless such call out is regarded as necessary by the Senior PSD.

**Section 6** Any PSD who is subpoenaed to Court for a job related case, shall receive a minimum of three (3) hours overtime compensation, if said appearance occurs during non-scheduled hours. If the court appearance requires more than three (3) hours, the PSD will be paid for the duration of the appearance at the overtime rate.

## **ARTICLE 21 - WORKING OUT - OF - CLASSIFICATION**

**Section 1** An employee who is appointed by the Supervisor to perform the duties of Senior PSD when he is absent for one (1) full day or more shall be paid at the then current rate for Senior PSD for all the time he works as such.

## **ARTICLE 22 - UNIFORM ALLOWANCE**

**Section 1** When an employee is appointed, the Town shall provide to him all required uniform items. Thereafter, in the month of March \$600 toward the purchase of required uniform items. Uniforms may be ordered anytime up to July 31<sup>st</sup> of each year on an as needed basis.

**Section 2** Employees with less than five (5) years of service will receive uniform maintenance allowance of \$600. per year.

**Section 3** Whenever the uniform of the employee, through no fault of his own, is damaged while performing his duties, he shall be reimbursed by the Town for the full amount of the loss suffered.

### **ARTICLE 23 - LONGEVITY PAY**

**Section 1** On the last pay day of November, each regular full-time employee on the active payroll shall be paid as longevity pay a lump sum amount according to his years of continuous service since his last date of hire as of December 1<sup>st</sup>:

<b><u>Years of Service</u></b>	<b><u>2002</u></b>	<b><u>2003</u></b>	<b><u>2004</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>
5 yrs < than 10 yrs	\$1767	\$1825	\$1884	\$1945	\$2004
10 yrs < than 15 yrs	\$1894	\$1955	\$2019	\$2084	\$2147
15 yrs < than 20 yrs	\$1978	\$2042	\$2109	\$2177	\$2243
20 yrs and	\$2104	\$2173	\$2243	\$2316	\$2386

### **ARTICLE 24 - VACATION**

**Section 1** Each employee who has completed six (6) months of continuous service shall receive vacation as follows:

- a.) Five (5) days vacation during the calendar year in which the employee began work if he began work between January 1<sup>st</sup> and June 1<sup>st</sup>;
- b.) Ten (10) days vacation during each subsequent calendar year of continuous service through the completion of five (5) calendar years;
- c.) Fifteen (15) days vacation during each subsequent calendar year of continuous service through the completion of eight (8) calendar years;
- d.) Twenty (20) days vacation during each subsequent calendar year of continuous service through the completion of fifteen (15) calendar years;
- e.) Twenty-five (25) days vacation during each subsequent calendar year of continuous service, plus one (1) additional day per year for every year over twenty (20) years.

The additional weeks of vacation provided in subsections (b), (c), (d), and (e) above may be taken as soon as the employee has reached his anniversary date during the calendar year in question.

**Section 2** When an employee desires to use any of the vacation time provided in Section 1, he shall notify the Senior PSD on the form provided according to the following:

Full Week - A full week of vacation is the period from 12:01 AM Sunday to midnight on the next succeeding Saturday.

Full Week vacation requests shall be scheduled seniority in accordance with the following procedures:

Each PSD may submit either a one (1) or two (2) week vacation request in accordance with the following time frames:

For the period from January 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year vacation requests must be submitted to the Senior PSD by December 1<sup>st</sup> of the preceding year. The Senior PSD will review all requests and approve and/or deny the requests on the basis of seniority by December 15<sup>th</sup> of the preceding year.

After the initial one (1) or two (2) full week vacation requests have been approved, the Senior PSD may grant additional full week vacation requests for one (1) or two (2) full weeks, again on the basis of seniority. Employees will have the opportunity to continue this bidding process for one (1) or two (2) full week vacation requests until all requests for block vacation time have been either approved or denied, on the basis of seniority, and whether there are any additional periods available.

A second bidding period for full week vacation requests will be offered. For the period from July 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year full week vacation requests for one (1) or two (2) weeks must be submitted to the Sr. PSD by April 15<sup>th</sup> of the calendar year. The Sr. PSD will approve and/or deny the requests on the basis of seniority May 1<sup>st</sup> of the calendar year.

Partial week vacation requests must be submitted no later than six (6) weeks prior to the date(s) requested off and will be granted, on the basis of seniority, no later than thirty (30) calendar days prior to the date(s) requested off. Relief PSD's will not be moved to cover time off requests after the bid process unless it is on a voluntary basis and it is the requesting employee's responsibility to obtain a volunteer.

Requests for vacation time after the above time frames will be granted on a first come, first serve basis and must be date stamped in the Dispatch Office. Approval will be based on the date stamped on the request. Requests received on the same day will be granted on the basis of seniority.

In granting vacation requests, the Senior PSD shall give primary consideration to the operating needs of the Public Safety Dispatch service and then consider the desires of the employees. When two (2) or more employees have requested the same vacation week and the needs of the service will not permit all of the requests to be granted, then preference shall be given as follows:

- a.) Employees who have requested a full week vacation over those who have requested partial weeks.
- b.) Employees who have the longer continuous service.

**Section 3** Vacation time shall not be cumulative and, if not taken during the calendar year in which it was earned, shall expire at the end of the year.

**Section 4** When an employees retires, he will be paid in his last regular biweekly salary check for any vacation to which he is entitled but which he has not taken.

**Section 5** Not more than two (2) full time PSD's may be on leave, Vacation or Military Leave, during the same work week, i.e.; 12:01 AM Sunday to midnight the next succeeding Saturday, if the Senior PSD can fill the shift and at the Senior PSD's discretion.

## **ARTICLE 25 - HOLIDAYS**

**Section 1** The holidays to be observed on the dates prescribed by New York State law or regulation are:

- |                           |                         |                     |
|---------------------------|-------------------------|---------------------|
| a) New Year's Day         | f) Memorial Day         | k) Veteran's Day    |
| b) Martin Luther King Day | g) Independence Day     | l) Thanksgiving Day |
| c) Patriot's Day          | h) Labor Day            | m) Christmas Eve    |
| d) Good Friday            | I) Columbus Day         | n) Christmas Day    |
| e) Easter Sunday          | j) General Election Day | o) New Year's Eve   |

**Section 2** Because an employee must work on holidays when he is scheduled to do so, in lieu of holiday time off, each employee will be allowed in each year of his service after he completes his first (1<sup>st</sup>) year of service, one (1) additional vacation day for each holiday listed in Section 1 of this Article. Such addition vacation days shall be in addition to the vacation time allowed by Article 24 of this Agreement and shall be subject to all other provisions of Article 24, Section 2 of this Agreement.

**Section 3** Any employee who is scheduled to and does work: New York's Day, Easter Sunday, Thanksgiving Day or Christmas Day, will be paid at the double time rate for the time actually worked. Any employee who elects to work New Years Day, Easter Sunday, Thanksgiving Day or Christmas Day, as an overtime day, will be paid at the rate of double time and one - half for the time actually worked.

**Section 4** Each employee may sell back two (2) weeks, (ten (10) days), of unused Holiday compensation each contract year. Employees exercising the sell back option shall do so prior to November 1<sup>st</sup> of each year. When a request to sell back time has been made, payment shall be made within the next pay period following the pay period in which the request was made, if possible.

## **ARTICLE 26 - SICK LEAVE**

**Section 1** Sick leave shall accrue to each employee at the rate of 1 1/4 days per month. Maximum accumulation of sick leave shall be two hundred and fifty (250) days. Sick leave credit will not accrue for any month in which an employee actually works less than eleven (11) days though he may have been paid for additional days but, for this purpose only, each holiday or vacation day for which the employee was paid during the month shall be counted as one (1) day worked.

**Section 2** The (Senior PSD) May grant sick leave for any of the following reasons:

- a.) The employee's own personal illness, injury, or disability which prevents him from working.
- b.) Illness or disability of a member of the employee's immediate family (spouse, child, parent, brother, sister, grandparent, or grandchild) who requires care and attention from the employee.
- c.) The employee is isolated or quarantined because of exposure to a communicable disease other than in the line of duty.
- d.) The employee has elected (pursuant to Section 5 of this Article) to receive sick leave with pay during a period for which he is receiving compensation under the Workmen's Compensation Law.

**Section 3** If an employee desires his absence to be paid by use of his sick leave credits, he must notify the on-duty PSD at least two (2) hours [one (1) hour before 8AM to 4PM shift] before the employee's scheduled starting time. The employee shall state the nature of his illness or disability. When the employee is unable to so report, unless waived by the Senior PSD for good cause, time lost shall not be considered sick leave and such employee shall receive no compensation therefore.

**Section 4** Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed a just cause for disciplinary proceedings under Civil Service Law and Rules and, in addition to other penalties, a portion of his accumulated sick leave credits may be cancelled, but not to exceed two (2) sick leave credits for each day of absence for which sick leave benefits were falsely claimed.

**Section 5** Where an employee receives compensation under the Workmen's Compensation Law on account of disability, he shall elect in writing whether he desires to have sick leave with pay during the period of his disability for which he receives compensation. Such written notice must be filed with the Senior PSD. In the event that he elects to take sick leave with pay during such disability, he shall advise the Senior PSD that he wishes the compensation checks to be payable to the Town of Hamburg and that the employee will continue to receive his regular salary. If the employee elects to use his accumulated sick leave time while drawing workmen's compensation, one (1) of his sick leave credits shall be deducted for

each two (2) days of his absence; but no such deduction shall be made if the employee's disability resulted from an injury due to a violated act in the police station or an act of terrorism directed at the police station while the employee was on duty in the station.

#### **Section 6**

A sick leave bank shall be established for use by the members of the bargaining unit. Effective January 1, 1989 the Town shall contribute twenty-five (25) days, and on January 1<sup>st</sup> of each succeeding year one (1) day per employee, to the sick leave bank. Each PSD shall contribute one (1) day to the sick leave bank at the start of each contract year. No employee will be eligible to use sick leave bank days until he has exhausted all sick leave time, vacation time and holiday time available to him. Eligible employees shall apply to the Senior PSD, in writing, for the use of sick bank time and such application shall be approved or disapproved by a committee consisting of a representative designated by the Union, a representative designated by the Town and a third (3<sup>rd</sup>) representative chosen by the Town and the Union. The committee may also require an applicant to submit documentary evidence, including but not limited to medical records and doctor's reports, to substantiate the application and may require the applicant to meet with the committee. The committee may also require an applicant to submit to a mental and/or physical examination by a physician chosen by the committee in making its determination on the application. An employee's failure to cooperate in a timely manner with a committee request or proceeding may constitute grounds for denial of the application. The committee's decision on the application will be by majority vote and will be final and binding on the applicant. The Union and the Town may not be subject of a grievance, arbitration or other claim or proceeding contesting the committee's decision. The maximum time that may be withdrawn by any employee, to the extent permitted by the number of days available in the sick leave bank, shall be thirty (30) working days from the date of the employee's illness. Further use of the time available in the sick leave bank must be applied for in writing, on a monthly basis, to the Senior PSD. An employee who uses time from the sick leave bank and does not repay this time prior to retirement is not eligible to be paid for this time upon retirement in accordance with Section 10. The regular annual contribution to the Sick Leave Bank does not constitute repayment of time used.

#### **Section 7**

When the Town requires an employee to undergo a physical examination by a physician selected by the Town, the Town shall pay the cost of such examination. The Senior PSD may require a Physician's certificate, stating the nature of the illness and the probable time of disability for any absence for which sick leave is claimed.

#### **Section 8**

Accurate records of attendance and sick leave status of each employee shall be maintained and shall be made available to the employee for inspection on reasonable notice.



**Section 9** When the Senior PSD has approved sick leave, the employee shall be paid for the absence only to the extent that his accumulated but unused sick leave credits equal or exceed the days for which sick leave has been approved. Nevertheless, if an employee lacks sufficient credits to cover all of his absence, the Senior PSD may recommend and the Town Board may grant additional sick leave credits to cover such days. In doing so, the Senior PSD and the Town Board shall consider the nature of the employee's illness, his prior attendance record, the length of his service to the Town, and such other factors as they may deem to be appropriate.

**Section 10** When a PSD retires or dies, while still employed by the Town, all of the days he has contributed to the sick bank shall be returned to him, in accordance with, and up to the maximum accrual as specified in Article 33, Section 2. Any days remaining above the maximum accrual shall remain in the sick bank.

**Section 11** Whenever a PSD's sick leave time is maximized, as provided in Article 26, Section 1, the excess time earned after that will be placed into the sick leave bank.

**Section 12** An employee may elect to sell back sick leave accruals in blocks of eight (8) hours once each calendar year after they have reached the following levels:

151 - 200 days - may sell back from one (1) day to five (5) days of sick leave in blocks of eight (8) hours but must maintain a minimum balance of 151 days.

201 - 250 days - may sell back from one (1) days to ten (10) days of sick leave in blocks of eight (8) hours but must maintain a minimum balance of 151 days.

Any employee who wishes to exercise this option must notify the Senior PSD in writing on the attached form by October 1<sup>st</sup> if that calendar year must have the above sick leave balances as of September 30<sup>th</sup> of that calendar year. The employee will be paid in the first full pay period in November of that calendar year.

If an employee exercises this option the sick leave accruals being sold back will be encumbered by October 1<sup>st</sup> of that calendar year and will not be available for use by the employee unless they rescind their request. The employee will be paid at their normal rate of pay as of October 1<sup>st</sup> of the calendar year in which the sick leave is sold back.

This option is not available to any employee who has used time from the Sick Leave Bank unless the employee has repaid all of this time to the bank. The regular annual contribution to the Sick Leave Bank does not constitute repayment.

## **ARTICLE 27 - PERSONAL LEAVE**

- Section 1** Each employee hired after January 1<sup>st</sup>, 2002, shall be entitled to four (4) personal leave days (use of half days permitted) with pay for personal business which cannot be reasonably accomplished outside of the regular work day or work week, including observance of required religious abstention from work, without charge to accumulated vacation, holiday, or sick leave credits during each fiscal year.
- Section 2** Each current PSD will be entitled to five (5) personal leave days (use of half days permitted) with pay for personal business which cannot be reasonably accomplished outside the regular work day or work week, including observances of required religious abstention from work, without charge to accumulated vacation, holiday, or sick leave credit during each fiscal year.
- Section 3** After five (5) years of continuous service with the Town of Hamburg each employee hired after January 1<sup>st</sup>, 2002 shall be entitled to five (5) personal leave days with pay to be used in accordance with the provisions of Sections 1 and 2.
- Section 4** Reasonable notice, except in the case of an emergency, of a request to use a personal leave day, shall be given by the employee to the Senior PSD, at least five (5) days prior to the date the personal leave is being taken.
- Section 5** At the end of the year, the employee may have the option of one of the following with any unused personal leave days:
- a.) He may sell back to the Town a maximum of five (5) unused days, or:
  - b.) He may apply and unused personal leave days towards his sick leave accumulation, provided that this does not cause the maximum accumulation, set forth in article 26, Section 1, of this Agreement, to be exceeded.

## **ARTICLE 28 - MILITARY LEAVE**

- Section 1** A member of any United States or State Reserve or National Guard unit who is directed by that unit to perform a service attached function shall be granted leave of absence with regular pay, for a period not exceeding thirty (30) days in any calendar year. Any employee who is required to render ordered military or naval duty shall be granted military leave of absence pursuant to New York Military Law.
- Section 2** Not more than two (2) full time PSD's shall be on leave (Vacation or Military Leave), during the same work week, i.e.; 12:01 AM Sunday to Midnight the next succeeding Saturday, at the discretion of the Senior PSD and if the shift can be filled.

## **ARTICLE 29 - COMPASSIONATE LEAVE**

### **Section 1**

An employee shall be granted leave with pay, for a period not to exceed four (4) consecutive working days up to and including the day after the funeral, for the purpose of attending the funeral and meeting other family obligations in connection with the death of a member of the employee's "Immediate Family" (spouse, child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law). The employee must furnish proof of the death and of his attendance at the funeral if so required by the Senior PSD.

### **Section 2**

An employee shall be granted leave with pay on the day of the funeral of his niece, nephew, aunt, uncle, or spouse's grandparents, provided he attends the funeral. Proof of attendance may be required.

### **Section 3**

An employee may request to use one (1) of the four (4) days of compassionate leave up to one (1) week after the death of the "Immediate Family" member for the purposes of attending a memorial or funeral service. The employee must furnish proof of attendance at the memorial or funeral service if so required by the Senior PSD.

## **ARTICLE 30 - LEAVE OF ABSENCE WITHOUT PAY**

### **Section 1**

A leave of absence without pay for a period not exceeding twelve (12) working days may be granted by the Senior PSD or, for a longer period, by the Town Board on recommendation from the Senior PSD. In considering such requests for leave, the Senior PSD and the Town Board shall consider the purpose for which the leave is requested, the purposed length of leave, the needs of the Public Safety Dispatch service, the availability of replacements, the Employees entire record (including his attendance and disciplinary record), the length of the employee's service to the Town, and such other factors as they may deem to be appropriate.

## **ARTICLE 31 - ABSENCE WITHOUT LEAVE**

### **Section 1**

When an employee is absent without leave and without an explanation for a period of three (3) working days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. The failure of an employee to return to his position within three (3) working days following the expiration of a leave of absence, or extension thereof without submitting an explanation therefore within such three (3) day period, shall constitute a resignation which, for purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein Shall be deemed to excuse the unauthorized absence of an employee or his failure to return to his position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary hearing.

## **ARTICLE 32 - HEALTH BENEFITS**

### **Section 1**

The Town agrees to provide each full time employee, covered by this contract, with individual or family health insurance coverage, (as the case may be), under one of the following health plans, at the employees option:

- a.) Blue Cross and Blue Shield of Western New York with a standard hospital contract 42/43 plus rider 8 (dependent coverage to age 23), rider 45 (cosmetic), rider 46 (pre-care plus), rider 48 (out of area hospital benefit), rider 47 (waive pre-existing conditions for new hires); Medical select 60/61 contract with rider 4 (out-patient emergency care), rider 21 (psychiatric care), rider 45 (cosmetic), rider 47 (waive pre-existing condition for new hires), rider 48 (out of area hospital benefit); major medical rider BCMM7 (coverage with \$100 deductible) and a prescription drug co-pay rider and, if not included, a rider to cover contraceptives.
- b.) Community Blue One with dependent rider CL 19/25 (covered up to age 25 if full time student), and a three (3) tier prescription drug co-pay of \$5/\$20/\$40, and if not included in the plan a rider to cover contraceptives.
- c.) Health Care Premier Plan with a three (3) tier prescription drug co-pay of \$5/\$15/\$35, and, if not included in the plan, a rider to cover contraceptives, and rider UDC-23 (unmarried dependent child coverage to age 25 if full time student).
- d.) Independent Health Gold Plan with a three (3) tier prescription drug co-pay of \$5/\$15/\$30 and, if not included in the plan, a rider to cover contraceptives. The Town agrees to pay the total monthly premium, except as required by Article 32, Section 4, during the life of this Agreement for whatever plan the employee selects.

Effective upon the ratification of the contract for all employees appointed on or after January 1, 1995 who may elect to taken a lesser plan than one of the premium plans named in paragraphs b, c & d above (Community Blue, Independent Health, or Univera) the following applies:

**Option 1:** If an employee elects to take the premium plan now offered by the health insurance carriers, the employee's contribution will be 15% of the monthly cost of the plan.

**Option 2:** If an employee elects to take a lesser plan than the premium plan now offered by the health insurance carriers and the difference in cost between the plans is at least equivalent to the employee's contribution of 15% under Option 1, the employee will have no contribution.

**Option 3:** If an employee elects to take a lesser plan than the premium plan now offered by the health insurance carriers and the difference in cost between the plans is less than the 15% employee's contribution under Option 1, the employee's cost will be calculated as follows: determine the cost difference between the two plans and subtract it from the 15% employee contribution under Option 1 and the remaining balance is the employee's contribution.

If a specified type of medical coverage or dental coverage-including any rider or co-pay amount- is no longer made available by the health insurance and/or dental insurance plan, the limit of the Town's responsibility shall be to continue to provide those specified coverages that are available from the carrier, if any, and to provide the level of coverage that is available from the carrier that is the closest to the level of specified coverage no longer available.

**Section 2** The Town will make available, at no cost to the employee, except as required by Article 32, Section 4, the GHI preferred Dental Plan, Preventive and Diagnostic, Full Basic, 100% Prosthetics Schedule and Orthodontia for Dependent Children up to the end of the calendar year in which they turn age 23. The Town also agrees to research during the contract period for a new dental plan with comparable benefits to the present GHI Preferred Dental Plan as long as the new dental plan's cost will be comparable or less than the existing plan.

**Section 3** The Town will make available, at no cost to the employee, except as required by Article 32, Section 4, the CSEA Optical Plan.

**Section 4** Upon ratification of the contract, all employees hired after January 1, 1995 will pay 15% of all health care and dental care premiums, and all employees hired after January 1, 1999 will pay 15% of all health care, dental and optical premiums, with the Town paying the balance.

**Section 5** The parties have agreed upon the types of insurance plans offered in this contract with the understanding that the relevant insurance companies will continue to offer these plans. However, it is recognized that for reasons not controllable by the Town or the Union, an insurance carrier may discontinue one of its plans or product lines. In the event of such an occurrence, the Town shall provide equal insurance coverage at the same or lower cost.

**Section 6** If the Town identifies another insurance plan with benefits equal to those offered at a more reasonable cost, the Town may substitute such a plan for any existing plan offered by the Town after consultation with the Union.

**Section 7** The surviving spouse of a PSD who dies while an employee until such time as that spouse dies, remarries, or obtains full time employment, shall be permitted to continue health insurance coverage at the Town's rate by making payment to the Town for such premium pursuant to the Town's procedures.

**Section 8** If an employee elects not to receive Health Insurance coverage, the Town will pay directly to the employee one-half (½) of such amount which would normally be paid for such coverage, based on the average cost of health insurance for the employees who do receive coverage.

### **ARTICLE 33 - RETIREMENT BENEFITS**

**Section 1** The Town agrees to continue the present New York State Retirement Plan according to Section 75i, 41j and Death Benefit 1 or 2 (at the employee's option) of New York State Retirement and Social Security Law. It is mandatory for each employee to retire on or before the last day of the month in which his sixty-fifth birthday occurs. His birth date shall be the one shown in the Town's personnel file.

**Section 2** When an employee retires or dies while still employed by the Town, the Town shall pay to him or to his estate (as the case may be) one two-hundred-sixtieth (1/260th) of his then annual salary for each full day of unused vacation time, and holiday time which he had accumulated as of the day of his retirement or death. Further, when an employee retires or dies while still employed by the Town, the Town shall pay to him or his estate seven (7) hours pay for each full unused sick leave day which he had accumulated as of the day of his retirement or death up to a maximum of two hundred fifty (250) days, if he has been continuously employed by the Town for a minimum of ten (10) years.

**Section 3** The Town will make the Copeland Deferred Compensation Plan and other Compensation Plans available to employees covered by this contract.

**Section 4** After an employee retires, the Town shall continue to provide and pay for at least the same health insurance coverage (individual or family plan as the case may be) which the employee had at the time of his retirement provided:

- a.) The Town's obligation shall be to provide the coverage, but the carrier may be different from the one used at the time the employee retired (e.g., when the employee or his covered dependents qualify for Medicare coverage, they may be changed to that coverage);
- b.) The Town's obligation to provide coverage shall cease when the employee dies or when he obtains full-time employment;
- c.) An employee shall not be eligible for coverage under this Section unless he had completed ten (10) or more years of continuous service from the date of his last appointment. This requirement shall not apply to an employee who retires because of a disability sustained in the course of his employment by the Town.

- d.) The surviving spouse of an employee who retired while in the employ of the Town of Hamburg under the NYS Retirement System and who had completed at least ten (10) years of continuous service as of a full-time employee of the Town, shall continue to receive the same health insurance premium benefits the deceased retired employee would have received providing said spouse and the retired employee were married at the deceased employee's retirement.
- e.) Any employee who is eligible for health insurance upon retirement, and who establishes a legal residency outside of the coverage area of their health insurance plan, shall only be eligible for payment upon retirement of a dollar amount equal to the yearly cost to the Town of the employee's former health insurance plan for purchase of a new plan, less any health insurance contribution required by the employee.

## **ARTICLE 34 - WORK SCHEDULE**

**Section 1** The regular schedule of hours shall be a rotation of five (5) days on and two (2) days off, then four (4) days on and two (2) days off, and so on. Shifts shall be scheduled in repetitive rotation of 7:30 AM to 3:30 PM, 3:30 PM to 11:30 PM, and 11:30 PM to 7:30 AM, but this shall not prohibit variations from that pattern:

- a.) To comply with other provisions of this Agreement;
- b.) To allow attendance at authorized schools and seminars;
- c.) To allow compliance with the manning needs of particular shifts as determined solely and exclusively by the Senior PSD.

**Section 2** Employees may exchange shifts solely and exclusively at the discretion of the Senior PSD.

**Section 3** When a shift becomes open due to an absence for vacation time, sick leave, holiday time, personal time or any other reason, the open shift will first be covered by a relief PSD and finally by overtime, in accordance with Article 20, Section 2 of Agreement. If no employee wishes to work voluntary overtime to provide coverage for the shift, the part-time PSD list will be canvassed prior to canvassing for mandatory overtime.

**Section 4** All PSD positions will work a five (5) and two (2) and four (4) and two (2) schedule. They will be posted for bidding upon ratification of the collective bargaining agreement for the length of the Agreement. They will be awarded on the basis of seniority and if there are not enough bids received for all the positions posted they will be filled by the least senior employee(s) in inverse order of seniority.

If any additional PSD positions are added or become vacant management and labor agree to meet to determine if any additional bidding needs to take place.

**SUBSCRIPTION**

In witness of all the foregoing, the duly authorized representative(s) of the parties have signed their name(s) below:

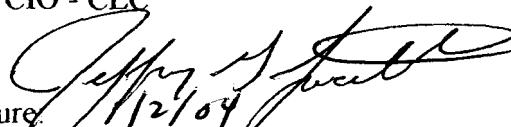
FOR THE TOWN OF HAMBURG,  
NEW YORK



Signature: 12/29/03  
Patrick H. Hoak, Supervisor

Date: \_\_\_\_\_

FOR LOCAL 2478, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
AFL - CIO - CLC



Signature: 1/12/04  
Jeffrey G. Sweetland, President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF HAMBURG  
IAFF AGREEMENT  
SICK LEAVE SELL BACK**

Employee Name \_\_\_\_\_

Employee Signature \_\_\_\_\_

Employee Title \_\_\_\_\_

Department \_\_\_\_\_

Date \_\_\_\_\_

I wish to exercise the sick leave sell back provision in accordance with Article 26, Section 12 of the IAFF Agreement as follows:

I wish to sell back \_\_\_\_\_ days of sick leave. My sick leave balance as of September 30<sup>th</sup> of this calendar year is \_\_\_\_\_ days.

I understand that the above day(s) I am selling back will be paid at my normal rate of pay as of October 1<sup>st</sup> of this calendar year.

Department Head (or designee) signature \_\_\_\_\_

Date Approved \_\_\_\_\_

Date Received in Finance Department \_\_\_\_\_

**Special Payroll Withholding Authorization**

1. To receive two (2) separate checks on this payday - You must have taxes taken out of both of these checks. There will be no option to change your deductions and this will give you the opportunity of not being taxed at a higher rate.
2. You can elect to have one (1) check and have the option to change your deductions in the Finance Department to have taxes withheld on the entire check. If you choose this option, please see the Finance Department to change your W-2 form.

Signature \_\_\_\_\_

Date \_\_\_\_\_

PD01/02

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TOWN OF HAMBURG  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2478**

Whereas, a Collective Bargaining Agreement covering the contract years January 1, 2002 to December 31, 2006 remains in full force and effect between the Town of Hamburg (herein "TOWN") and the International Association of Fire Fighters, Local 2478 (herein "UNION"), and

Whereas, it is the desire of the TOWN and UNION to require a twelve (12) month period of satisfactory work performance for all new employees and

Whereas, the TOWN and UNION have agreed to the following, the Collective Bargaining Agreement is hereby amended to include by reference the terms of this Agreement:

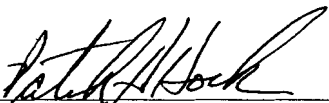
1. Article 17, Grievance Procedure (General Provisions) Section 1 of the Agreement shall be amended to add the following to the end of this paragraph:

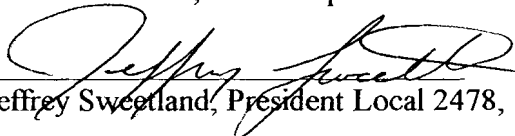
Effective January 1, 2004 all newly hired Public Safety Dispatchers must complete 52 weeks of satisfactory work performance in order to be covered by the terms of Article 17 of the Agreement. Any periods of absence, whether authorized or unauthorized, during the evaluation period of 52 weeks will not be considered as time worked and shall extend the evaluation period by the number of workdays of absence.

2. Article 8, Managerial Rights Section 1 of the Agreement shall be amended to add the following:

p.) Effective January 1, 2004 all newly hired Public Safety Dispatchers who have not completed the 52 weeks of satisfactory work performance may be discharged without recourse to Article 17 of the Agreement, waive their rights under Section 75 of the Civil Service Law and serve at the pleasure of the appointing authority. Any periods of absence, whether authorized or unauthorized, during the evaluation period of 52 weeks will not be considered as time worked and shall extend the evaluation period by the number of workdays of absence.

Agreed to this 1/15/04 day of January, 2004

  
\_\_\_\_\_  
Patrick H. Hoak, Town Supervisor

  
\_\_\_\_\_  
Jeffrey Sweetland, President Local 2478, IAFF

